



## LICENSE AGREEMENT

### PARTIES

The Commonwealth of Massachusetts acting through its Department of Conservation and Recreation (hereinafter “DCR”), 251 Causeway Street, Boston, MA and the Charles River Watershed Association (hereinafter “CRWA”), 48 Woerd Avenue, Suite #103, Waltham, MA 02453, a 501(c)(3) non-profit corporation whose mission is to protect and enhance the health, beauty, and accessibility of the Charles River and its watershed.

### PURPOSE

To allow CRWA to use and occupy the Ouimet Museum and Golf House at the Leo J. Martin Golf Course, 190 Park Road, Weston, MA for office and meeting space and to allow CRWA to undertake certain capital improvements and routine care and maintenance to the building as described herein, all in exchange for a monthly use and occupancy fee to be paid the DCR. The Commonwealth of Massachusetts will bear no costs as a result of this agreement and will receive the benefits of the capital improvements described herein.

This license will allow a currently under-utilized asset of DCR to be occupied by a non-profit group whose mission is to protect and enhance the health, beauty, and accessibility of the Charles River and its watershed, including DCR parklands within the watershed, offering the public benefits of educational outreach, programming, and water-quality monitoring services.

### AUTHORITY

Chapter 132A, Section 7 and Chapter 92, Section 33 of the Massachusetts General Laws, as amended, as well as 350 CMR 2.03, and every other general or special law so enabling.

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation  
251 Causeway Street, Suite 600  
Boston MA 02114-2119  
617-626-1250 617-626-1351 Fax  
[www.mass.gov/dcr](http://www.mass.gov/dcr)



Mitt Romney  
Governor

Kerry Healey  
Lt. Governor

Stephen R. Pritchard, Secretary  
Executive Office of Environmental Affairs

Stephen H. Burrington, Commissioner  
Department of Conservation & Recreation

## **TERM**

This agreement shall commence upon the signature of the Commissioner of DCR and shall be in effect for a period of five (5) years from that date.

This license may be terminated by either party for good cause without penalty by prior sixty (60) day written notice given to the other, unless defects are cured within the notice period.

This license may be terminated by either party without cause without penalty by prior three hundred and sixty-five day (365) day written notice given to the other.

## **AGREEMENT**

- A. DCR grants CRWA an unassignable license to access, solely use and occupy the premises, including appurtenant parking, for purposes of operating an administrative office and meeting space facility and related activities, as well as to make capital improvements as described herein. The term of the license shall be from January 1, 2006 through December 31, 2010.
- B. The monthly use and occupancy fee to be paid by CRWA to DCR shall be one-hundred dollars (\$100.00) and shall be made in a prompt and timely manner on the first of each month. .
- C. CRWA shall be responsible for keeping the building in good repair and the appurtenant grounds in presentable and quality condition. All such maintenance, repairs, and replacements must be in accordance with standards established by DCR and in compliance with all applicable building, safety, health and other codes, as well as all applicable state and federal laws.
- D. CRWA expressly agrees that DCR has no obligation to make any alterations, repairs, additions, or improvements to the premises during the period of this agreement.
- E. CRWA shall not undertake, or cause to be undertaken, any repairs to the premises without first consulting with DCR. All plans and specifications for repairs shall be subject to review and pre-approval by DCR prior to the commencement of any work on the premises. Interior painting and carpeting do not require DCR approval. CRWA shall direct all plans, specifications, and request

for pre-approval to DCR's Chief Engineer. CRWA may make repairs, subject to the approval of DCR, prior to the commencement of the license term.

- F. CRWA shall make the following capital improvements within a mutually-agreeable timeframe. These repairs will be treated as in-kind services. CRWA shall complete and pay for any and all work commenced in accordance with this agreement prior to the scheduled termination of this agreement.
- CRWA will make, at a minimum, the following repairs within the first 18 months from the date of commencement of this agreement:
    - Repair or replace the rubber roof
    - Replace the southwest metal roof valley and reseal roof joints
    - Repair or replace the heating, ventilation, and air conditioning system
  - CRWA may make, at its discretion, any other repairs or improvements, including posting signs to identify its occupancy, it deems necessary or convenient for uses consistent with this agreement, subject to the reasonable review and approval of DCR.
- G. CRWA shall replace, solely at its own expense, a Title V compliant septic system in accordance with all applicable MA Department of Environmental Protection regulations and subject to prior DCR approval of all specifications and plans
- H. CRWA shall provide to DCR an annual report listing all improvements and repairs made to the premises in the previous calendar year and an accounting of the costs of such improvements and repairs, as well as planned future improvements and the contemplated schedule of such improvements.
- I. CRWA shall prepare a Massachusetts Historical Commission (MHC) Project Notification Form and send it to DCR for review and approval prior to its filing with MHC for any contemplated improvements to the premises that would fall under MHC jurisdiction.
- J. All repairs, replacements and improvements which are the responsibility of CRWA shall be performed by contractors, individuals or corporations properly licensed and permitted to do such work and who carry general liability insurance of not less than \$1,000,000 per person/\$2,000,000 per occurrence as well as all other insurances required by law including, but not limited to, Workers Compensation. CRWA will not cause or permit any mechanic, materialman's or other liens to stand against the land or Building or any portion of any of them, for any labor or material furnished CRWA in connection with work or any character performed on the premises by or at the direction of the CRWA or for

any other reason. In the event that any notice of lien will be filed or given, CRWA will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit or bond. CRWA shall indemnify the Commonwealth from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by either or them on account of the filing of the claim or lien.

- K. CRWA shall agree to furnish proof of insurance coverage issued by an insurer qualified to do business in the Commonwealth of Massachusetts, which shall name the DCR as an additional insured party. CRWA shall maintain at least \$250,000 per person and \$500,000 per occurrence of public liability insurance, covering bodily and personal injury, including death, and fire and casualty insurance in an amount no less than \$500,000, or such higher amounts of coverage that DCR might reasonably require from time to time.
- L. CRWA shall be responsible for all costs of water, sewerage, electricity, fuel, oil, telephone, or any utility used and consumed in connection with the operation of the premises.
- M. DCR shall reasonably remove snow from the parking lot on the premises and CRWA shall be responsible for snow removal from the sidewalk and entrance area.
- N. CRWA shall permit DCR to enter and inspect the premises at any reasonable time with prior notice.
- O. Upon termination of this agreement, CRWA shall return the premises in the same condition or better as it was at the beginning of this agreement including any improvements or renovations that may have been made during the term of this agreement. Reasonable wear and tear will be expected. CRWA shall remove all personal property from the premises within thirty (30) days after termination of this agreement. If not so removed, said property shall become the property of DCR; thereafter DCR may, at its discretion, remove or dispose of said property at the expense of CRWA.

### **AGREEMENT AS LICENSE**

This Agreement upon execution shall operate as a License to authorize CRWA to occupy, use, maintain and manage the Ouimet Building and Golf House for purposes of office and meeting space, as well as to make certain capital improvements as described herein. CRWA hereby agrees that neither this License nor any documents related hereto will be recorded in the

Registry of Deeds, inasmuch as this document does not grant the Licensee any title or interest in and to the land or building, but only the right of use and access for the purposes in this Agreement.

If CRWA shall default in the payment of any sum payable by CRWA hereunder and such default shall continue for thirty (30) days after written notice thereof by the Commonwealth to CRWA or if CRWA shall default in the performance or any other of its obligations and such default shall continue for thirty (30) days after written notice thereof by DCR to CRWA (except that if CRWA cannot reasonably cure any such default within said thirty (30) day period, this period may be extended for a reasonable time by agreement of both parties, provided that CRWA is able to and commences to cure such default within the thirty (30) day period and proceeds diligently thereafter to effect such cure) then DCR may lawfully enter the premises and claim the same as the estate of the DCR and expel CRWA (and those claiming under CRWA) without being deemed guilty of any manner of trespass and without prejudice to any other remedies which the Commonwealth may have for payments in arrears or proceeding on account or breach of covenants, and upon entry as foresaid, this Agreement shall terminate.

Whenever, by the terms of this instrument, notices (including requests for approval) may or are to be given either to the DCR or CRWA, such notices shall be deemed to have been given if in writing and either delivered by hand or by United States mail, to DCR, to:

**Mike Testa, Director  
Bureau of Special Services and Events  
Department of Conservation and Recreation  
251 Causeway Street, Suite 600  
Boston, MA 02114**

and to CRWA to:

**Margaret Vandeusen, Deputy Director and General Counsel  
Charles River Watershed Association  
48 Woerd Avenue, Suite #103  
Waltham, MA 02453**

## **INDEMNIFICATION**

CRWA shall indemnify, defend, and hold harmless DCR, the Commonwealth, its employees and agents for any and all claims arising from its use and occupancy of the Ouimet Museum and Golf House and the appurtenant premises, unless said claim arises out of or is the result of the negligent or wrongful act or omission of the Commonwealth, DCR, its employees or agents.

CRWA further expressly agrees not to make any claims against the Commonwealth or DCR for any injury, loss, or damage to persons, including bodily injury or death, or damage to property arising out of or in connection with the use and occupancy of the premises, as herein authorized, by CRWA, its contractors, agents, representatives, employees, permittees, licensees and invitees, unless said claim arises out of or is the result of the negligent or wrongful act or omission of the Commonwealth, DCR, its employees or agents.

### **Charles River Watershed Association**

By: \_\_\_\_\_  
Robert Zimmerman, Jr., Executive Director

Date: \_\_\_\_\_

### **Department of Conservation and Recreation**

By: \_\_\_\_\_  
Stephen H. Burrington, Commissioner

Date: \_\_\_\_\_

